

REMARKS

Applicant's invention is directed to the purchasing and application of an insurance policy providing for a provision which pays for a recovery mission in the event that a satellite is launched into an intended orbit, but the satellite is otherwise fully functional. Thus, instead of an insurance carrier simply paying out money to the policy holder, which has been the practice in the past, the insurance policy requires the initiation of a rescue mission in an attempt to rescue the satellite to move the satellite to an intended operational orbit.

This is far different from standard insurance policies, such as described in the prior art previously cited by the Examiner. In particular, the *Otis* describes the circumstances surrounding the launch and re-boost of the Intelsat VI (F-3) satellite as well as the insurance policies that were involved. In each phase of the launch and reboost of the satellite, the insurance policy provided for monetary compensation to the policy holder in the event of failure. The article did not suggest the initiation of an additional rescue mission as claimed by Applicant.

Though the Examiner did not reject the claims based upon 35 U.S.C. § 101, the Examiner opined during telephone interviews that such a rejection might be proper. Respectfully, Applicant believes that the claims in the previous form were patentable over a 35 U.S.C. § 101 rejection. Notwithstanding, Applicant has added numerous limitations to the claims such that each claim, and particularly independent Claims 8 and 12, includes the limitations that, not only is an insurance policy obtained, but a satellite is launched to an unintended orbit, the insurance policy is triggered so as to require the guarantor to pay for a rescue mission, and a rescue mission

is actually initiated. The addition of these substantive limitations is believed to overcome any question as to whether a 35 U.S.C. § 101 rejection is applicable.

CONCLUSION

The claims are believed to be in condition for allowance and notice thereof is respectfully requested. If there are any remaining issues that need to be resolved, it is respectfully requested that a telephone call be placed to the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David G. Duckworth". The signature is fluid and cursive, with a large initial "D" and a long, sweeping tail.

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Attorney for Applicant